

**CONTRACT BETWEEN
THE TOWN OF WEST HARTFORD
AND**

SEIU, Local 2001, CSEA

2007– 2012

Building Maintenance Unit



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Application of Agreement

This Agreement shall apply to all Building Maintenance employees of the Town of West Hartford in those position titles listed in Article IX, Wages of this Agreement. It specifically excludes clerical employees, supervisors, professional employees, part-time employees who work more than 25 hours per week or up to a maximum of twelve hundred-fifty (1250) hours in a calendar year, seasonal employees working less than twenty (20) hours per week or maintain a continuous employer-employee relationship for a period in excess of 120 days per calendar year.

ARTICLE I

Recognition, Security and Definitions

Section 1: SEIU, Local 2001, CSEA, is recognized as the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2: The term "Employer" shall mean the Town of West Hartford, a municipal employer as defined in the Municipal Employee Relations Act. The term "Union" shall mean SEIU, Local 2001, CSEA. The term "Employee" shall mean every hourly rated person employed by the Employer as defined in the Application of Agreement.

ARTICLE II

Union and Town Security

Section 1: The Town agrees that, upon written authorization of any employee in the bargaining unit, as defined in Article I, it will make a monthly deduction from the wages of such employee of an amount authorized by him for the purpose of paying Union dues or initiation fees or making deposits in a credit union. Such deduction shall be discontinued only in the event of termination of the employee's services or upon his/her written request. All such requests shall be on forms provided by the Town, and shall be submitted at least thirty (30) calendar days before they are to become effective. No refund will be made to any employee in the event of his/her failure to comply with this provision. All deductions under this Section will be made from the wages payable on the first regular payroll of each month.

Section 2: All members of the bargaining unit shall, as a condition to continued employment, either become and remain a member of the Union or pay to the Union a service fee equivalent to the amount of union dues, such requirement to become effective thirty (30) days after ratification of this agreement by both parties, or thirty (30) days after the employee's date of hire in the bargaining unit, whichever occurs later. The Union agrees to indemnify and save harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein referred to

have been illegally deducted, or for any liabilities which may rise from the Town's having complied with or enforced this provision.

Section 3: The total amount deducted each month in accordance with the provisions of Article II will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.

Section 4: The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Director of Financial Services within ninety (90) calendar days after the date such deductions were or should have been made.

Section 5: The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lock out any employees.

ARTICLE III

Management Rights

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the Town's operations.

- (e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (g) To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
- (i) To create job specifications and to revise existing job specifications.

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE IV

Grievance Procedure

Section 1: No permanent employee shall be discharged, reduced in rank or compensation, or suspended without pay or disciplined in any other manner except for just cause. Whenever any employee is so disciplined, the Department Head or his/her designated representative shall present such employee with written reasons for such disciplinary action within five (5) days after such employee is disciplined or notified of his/her discipline, whichever comes sooner. Written warnings or letters of reprimand may not be used against an employee after one (1) year from the date of issue, and records of disciplinary suspension shall not be used against an employee after five (5) years from the date of issue.

In addition, copies of all written warnings, letters of reprimand, and records of disciplinary suspension shall be mailed to the Union's Field Representative. Upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the destruction of written warnings or letters of reprimand after one (1) year from the date of issue, and of records of disciplinary suspensions after five (5) years from the date of issue.

Section 2: A grievance shall mean a complaint by an employee or group of employees or the Union that, as to him, her, them, or it, there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

Section 3: Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 3 of this Section:

Step 1: The aggrieved shall first submit his/her grievance in writing to his/her division manager within ten (10) days after the occurrence giving rise to the grievance, the Contract provisions in questions, and the remedy requested. In the case of grievances filed by the Union, the grievance shall include the names of the affected employees, if such information is available to the Union. If such grievance is not resolved to his/her satisfaction within four (4) days after such submission, then within ten (10) days after the original submission to the division manager, the Union shall submit such grievance to the department head. Within seven (7) days after said department head receives such grievance, he/she or his/her designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or his/her designated representative shall give the Union his/her answer to the grievance in writing seven (7) days after hearing such grievance.

Step 2: If it is not satisfied with the answer of the Department Head or his/her designated representative to the grievance, the Union within ten (10) days after it receives such answer, may submit such grievance in writing to the Town Manager. Within seven (7) days after said Town Manager receives such grievance, he/she or his/her designated representative shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Town Manager or his/her designated representative shall give the Union his/her answer to the grievance in writing within seven (7) days after he/she hears such grievance.

Step 3: If it is not satisfied with the answer of the Town Manager or his/her designated representative to the grievance, the Union, within ten (10) days after it receives such answer, or within ten (10) days after an employee is suspended, reduced or discharged, may submit such grievance in writing to the Personnel Board. Said Board shall hear and act on such dispute in accordance with its rules of procedure and render a decision within thirty (30) days of the hearing. Such hearing may be before an odd-numbered majority of the Board unless a full Board is requested by the Union when the grievance is submitted, or by the Town within two (2) working days thereafter. If an even number of Board members is present, one shall be excused by lot or other mutually agreeable procedure. Either the Town or the Union may elect to waive Step 3 of the grievance procedure and proceed to Step 4 within ten (10) days after receipt of the Step 2 response.

Step 4: If either the Town or the Union is not satisfied with the decision of said Personnel Board on any grievance, either party may within ten (10) days after receipt of such decision, submit such grievance to arbitration. Arbitration shall be by the Connecticut State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reductions in rank or compensation, and suspensions without pay, which may be submitted to the

American Arbitration Association at the option of the Town. If the Town elects to use the American Arbitration Association, it shall bear the cost of the services of that Association. The decision of the Arbitrators shall be final and binding on both parties.

Section 4: The time limits provided for in Section 3 of this Article may be extended by agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.

Section 5: Beginning at Step 2, all grievances and answers thereto shall be set forth in writing.

Section 6: The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 3 of this Article, shall not exceed two (2) at any one time, unless the attendance of additional witnesses is required.

Section 7: Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself in Steps 1 through 3 of these procedures.

Section 8: The Union business agent may submit a written request for specific factual information, as related to a disciplinary action case, from the division manager. The division manager will make such requested data available to the business agent.

Section 9: Failure at any step to appeal shall be considered acceptance of the decision required.

ARTICLE V

Holidays

Section 1: The following holidays shall be observed as days off with pay, and except as specified elsewhere in this Article, shall be celebrated on the dates set forth in Connecticut General Statutes, Paragraphs 1-4:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Christmas Day
Good Friday	Columbus Day	Employee's Birthday
Washington's Birthday		

An employee's birthday holiday shall be taken during each fiscal year as a floating holiday with pay at a time mutually agreed to and scheduled between the employee and their immediate supervisor.

Under no circumstances shall such holiday be carried over to another fiscal year if not taken nor will the employee receive premium pay for working on their birthday.

Any employee who leaves the Town service for any reason shall repay the Town if they have taken their birthday holiday before having earned such day (their birth date). As an option the employee may elect to subtract the unearned day from any accumulated vacation days the employee has due them at separation.

Section 2:

- (a) Holidays falling on a Saturday shall be celebrated on the preceding day for employees whose five-day (5-day) work week does not include Saturday.
- (b) Holidays falling on a Sunday shall be celebrated on the following day.
- (c) Holidays falling on a Monday shall be celebrated the preceding Saturday for employees whose regular work week does not include Monday.

Section 3: Whenever any of these holidays shall occur while an employee is on sick leave, he/she shall be paid for the holiday and no charge to sick leave shall be made for that day.

Section 4: When a holiday occurs while an employee is on vacation, the employee shall be granted an additional vacation day with pay, or if the employee has been on vacation for the full calendar week in which the holiday falls, the employee may elect to receive an additional day's pay with his/her vacation pay (one (1) holiday only during each calendar week of vacation).

Section 5: Unauthorized absence from work on the scheduled workdays before or after the holiday will forfeit the employee's eligibility for holiday pay. If an employee is on authorized leave without pay for any duration and a holiday occurs during such absence, the employee shall not be entitled to any holiday pay.

Section 6: Each employee's holiday pay shall be computed at his/her regular hourly rate for not less than eight (8) hours.

Section 7: Any employee who actually works a shift which begins on a day which is officially declared to be a day of mourning or celebration, and on which other Town employees are granted a day off with full pay, shall be paid an additional eight (8) hours' pay at his/her regular rate. This provision shall not apply to days off necessitated by inclement weather or natural disaster or to days off with pay which may be negotiated with other bargaining units.

ARTICLE VI

Vacations

Section 1:

- (a) Annual vacation leave with pay shall be earned by all classified employees as follows:

Less than four (4) full years of service	5/6 day per month (Two weeks)
Four (4) but less than fourteen (14) full years	- 1-1/4 days per month (Three weeks)
Fourteen (14) but less than twenty-four (24) full years	- 1-2/3 days per month (Four weeks)
Twenty-four (24) or more full years	- 2-1/12 days per month (Five weeks)

One year's vacation accrual shall be posted to each employees' credit with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down, at the appropriate rate for the employees' length of service, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any vacation leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulation of vacation leave, said repayment shall be first subtracted from prior accumulated vacation days.

- (b) In addition, immediately on completion of the number of full years of service indicated below, the following number of vacation days shall be credited to all classified employees as follows:

10 full years - 1 day	20 full years - 1 day
11 full years - 2 days	21 full years - 2 days
12 full years - 3 days	22 full years - 3 days
13 full years - 4 days	23 full years - 4 days

- (c) Earned but unused vacation leave accrued to an employee's credit in excess of fifty (50) working days must be used by the end of the fiscal year in which such excess accrual occurs. Employees will be notified when excess accrual begins. Monthly listings of vacation accumulation shall be posted.

Section 2: For the purpose of computing vacation leave, only dismissal or resignation will break continuity of service. Leave of absence without pay will defer vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six (6) months of service; employees shall have their accrual of such leave computed from the date of their original appointment. Accrued but unused vacation leave shall be paid to an employee or his/her estate upon death, resignation in good standing, retirement or layoff. An employee shall be considered to resign in good standing only if he/she notified his/her Department Head of such resignation at least fifteen (15) calendar days in advance of his/her last day of service.

Section 3: The vacation pay shall be computed at the straight hourly rate and shall be based on the forty (40) hour work week of the employee. Vacation weeks shall run from Sunday through Saturday.

Section 4: If circumstances require, scheduled vacation leave may be postponed by mutual agreement between the employee and the division manager; but vacation leave so postponed shall accrue to the employee's credit, notwithstanding the above provision, for a maximum of such leave. Such postponed leave shall be rescheduled, however, within ninety (90) days after such postponement and may be taken in such manner as the employee desires.

Section 5: An employee leaving on scheduled vacation shall be granted pay due to him for his/her accrued vacation time, provided he/she submits a request for such pay to the division manager not less than twelve (12) calendar days in advance.

Section 6: Employees are entitled to actual vacations and no employee shall be required to accept money in lieu of his/her vacation.

Section 7: Employees may take their vacation leave, in accordance with schedules established by the Department Director or designee, throughout the fiscal year. The Department Director or designee may, however, limit the number of employees on vacation at any one time because of the operating requirements of the division. In the event there is a conflict concerning the choice of vacation weeks between employees in the same work crew, those employees having the greatest total length of current continuous service with the Town shall be given preference. A choice of vacation by seniority shall apply to the initial choice of vacation periods of three (3) weeks' duration (two (2) weeks during the period from May 15 to September 15). After all employees have made their initial choice, employees with additional vacation leave shall again make their choice of such leave according to seniority as above. Subject to the foregoing policy, the decision of the Department Director or designee in assigning scheduled vacation periods shall be final. Requests for vacation to be used during the period from May 15 to September 15 will be submitted to the Department Director or designee prior to March 1. After the vacation schedule is published and distributed, on or about March 1, said schedule will prevail, regardless of seniority.

Section 8: Effective July 1, 2003, only upon separation from Town service for immediate retirement under the Town Pension Plan, unused vacation leave, up to the maximum allowable accrual, shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401 of the Internal Revenue Code and, as such, is subject to its provisions.

Such payment shall not be credited toward the employee's average final compensation for the purpose of calculating their pension benefit.

ARTICLE VII

Sick Leave

Section 1: Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, or to meet dental appointments, or to take physical examinations or other sickness prevention measures.

Section 2: Sick leave with pay shall accrue to the credit of each employee as follows, to the restrictions listed below:

- (a) Sick leave with pay shall accrue to the credit of each employee at the rate on one and one-quarter (1-1/4) working days for each full month of service to a maximum of one hundred

fifty (150) working days. Sick leave shall not accrue more than the maximum of one hundred fifty (150) days.

One year's sick leave accrual (i.e., 15 days) shall be posted to each employees' credit, up to the maximum of one hundred fifty (150) days, with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down at a rate of one and one-quarter (1 1/4) days, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any sick leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulation of sick leave said repayment shall be first subtracted from prior accumulated sick days.

- (b) No provision of these rules is to be construed as preventing any Department Head, with the concurrence of the Town Manager, from withholding sick leave for just cause from any employee under his/her jurisdiction. An employee with a temporary physical restriction because of an illness or injury may be granted permission to return to restricted duty in the discretion of the Department Head, after consideration of the circumstances, such as the nature, extent and duration of the limitation, the needs of the Department, the work history of the employee, and medical documentation. Such permission shall not be unreasonably withheld.
- (c) Notwithstanding the foregoing provision regarding maximum accrual of paid sick leave, any employee may be granted additional paid sick leave upon joint approval of the employee's Department Head, the Personnel Director, and the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service, and needs of the Town service.
- (d) In all cases, sick leave with pay in excess of five (5) consecutive workdays will be granted only when a certificate from a regularly licensed practitioner of medicine or surgery, or both, verifying the need for sick leave, has been submitted to the division manager. However, if the division manager feels an employee has been abusing sick leave by requesting such leave without justification, he/she may require such a certificate for future sick leave of any duration. He/she shall so notify the employee in writing, with a copy to the Union, stating in his/her letter the reasons for the requirement. After ninety (90) days the requirement will automatically terminate, unless the division manager can show cause for its continuation. Any licensed practitioner's certificate requested under this Section shall be taken at face value.
- (e) Sick leave shall not accrue during any leave of absence without pay.
- (f) If an employee is unable to report for work because of sickness, it shall be his/her responsibility to notify his/her supervisor at the start of his/her shift. Whenever possible, such notification shall be made by the employee personally; otherwise, by a person

designated by him. The notification shall include the general nature of the illness, and an estimate of the length of absence. In the event of hospitalization or confinement for a known period of time, the original notification of absence shall be sufficient. When on extended sick or injured leave, employee shall keep their supervisor informed at least bi-weekly of their progress and possible date of return to duty.

- (g) Upon separation from Town service for any reason except retirement under the Town pension plan, unused accrued sick leave shall revert to the Town. There shall be no sick leave buyout for employees who separate from Town service and vest for purposes of pension benefits.

Effective July 1, 2003, in the case of retirement under the Town pension plan immediately upon separation from Town service, the employee shall be paid at his/her regular rate for one-half (50%) of the sick leave accrued to his/her credit up to one hundred fifty (150) working days accrual (i.e., seventy-five (75) working days payment). For employees hired prior to July 1, 2003, for purposes of calculating pension benefits only, sick leave shall be calculated as one-half (1/2) of the sick leave accrued to the employee's credit up to one hundred-twenty (120) working days accrual, i.e. sixty (60) days payment, plus 1/10 of the additional sick leave accrued to the employee's credit up to an additional thirty (30) working days accrual (i.e., three (3) working days payment). For employees hired on or after July 1, 2003, sick leave buy-out will not be included in the calculation of their average final compensation for the purpose of calculating pension benefits.

Such payments shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401 of the Internal Revenue Code and, as such, is subject to its provisions as they exist now or may be modified in the future. Such payments will be made on a pre-tax basis and exempt from social security and Medicare taxes. An employee can invest these funds in a wide range of investment options. If an employee needs access to their funds, immediately or in the future, they can withdraw their funds at any time without incurring surrender charges as long as the separation of service occurs at age 55 or older. If the employee separates from service before reaching age 55 and he or she takes a distribution before age 59 ½, the distributions may be subject to a 10% excise tax in addition to regular income taxes.

- (h) Up to five (5) days of an employee's accumulated sick leave may be used in any fiscal year for illness or incapacity in the employee's immediate household in cases where the presence of the employee is essential, which shall include illness or incapacity of the employee's domestic partner.

An employee may utilize up to ten (10) additional days accrued sick leave in any fiscal year for the birth, adoption, or foster care of a child or the serious health condition of a child, parent, or spouse in accordance with FMLA provisions. This provision does not include the employee's domestic partner.

- (i) No more than three (3) days of accrued sick leave may be used by the employee each fiscal year for personal business which cannot be conducted at any other time, and which is not covered by any other leave provision in this Agreement. Request for leave under this paragraph should be made as soon as the employee is aware of the need, and in no event less than twenty-four (24) hours prior to the beginning of the shift for which leave is requested, except in case of emergency or other unforeseen circumstances arising after such time limit has passed. If necessary, the division manager or his/her designee may limit the number of employees on leave under this paragraph at any one time in order to meet the operating requirements of the division. Personal leave days under this paragraph may not accumulate from year to year except as sick leave.
- (j) In cases of sick leave of less than one (1) full working day, an employee's accrued sick leave shall only be charged to the nearest full hour of absence from work.
- (k) An employee who reaches his/her maximum accumulation of one hundred fifty (150) working days of sick leave and who maintains a perfect attendance record (except for planned authorized leave such as vacation) for four (4) consecutive months thereafter shall be granted a day's pay at his/her regular rate or a day off with pay, at his/her option, to be used during the succeeding four (4) months. No more than three (3) such days may be earned in any twelve-month (12-month) period.

ARTICLE VIII

Insurance and Pension Programs

Section 1: Health Insurance

A. Effective January 1, 1998, the Town will maintain, on behalf of Town employees, a group health PPO plan in accordance with the Town Health Plan Summary Plan Description.

B. Effective July 1, 1992 each member of the bargaining unit shall contribute three percent (3%) of the employee's annual earnings calculated from their base pay rate toward the cost of their health benefit.

C. Employees shall have the option of being covered by either the town Health Plan, Kaiser Permanente Health Maintenance Organization or the ConnectiCare HMO program. For those employees who choose HMO membership, the employee shall pay toward their health benefit an amount computed in the same manner as stated in Section 1B of this Article, plus any cost in excess of the coverage for the Town Plan. Any such excess cost shall be paid by the employee through payroll deductions. The Town assumes no responsibility for the administration of the HMO plans, nor for any aspect of its operation, including eligibility, cost, coverage, or delivery of health services.

D. After initial enrollment, an employee may modify coverage only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, or involuntary loss of coverage due to extenuating circumstances may be made at any time.

E. Upon death of an active employee, medical benefits shall continue, for a period of 36 months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. Such continuation of medical benefits is intended to satisfy the requirements of COBRA and no further continuation shall be made.

F. Effective July 1, 1992, the Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employees' taxable income as provided by law.

G. The parties agree that the Town Health Plan constitutes a self-funded non-federal governmental plan and the parties agree that it be exempted from all of the Health Insurance Portability and Accountability Act (HIPAA) requirements except certification.

Section 2: Prescription Drug Program

A. Effective July 1, 2007, the Town will maintain a prescription drug program, on behalf of Town employees, in accordance with the following:

1. co-pay of \$5-generic; \$15 for single source drugs; \$30 for brand name drugs;
2. network of providers;
3. no maximum benefit;
4. mail order co-pays of \$10 for generic drugs; \$25 for single source drugs; and \$30 for brand name drugs. Mail order (90-day supply) is required for maintenance medications.
5. out-of-network benefits shall be provided with a 20% employee co-pay with a minimum of \$5 for generic drugs, \$15 for single source drugs and \$30 for brand drugs and no mail order.
6. prescription drug contraceptive methods approved by the Federal Food and Drug Administration (FDA) in accordance with state statute.

Section 3: Retiree Health and Prescription Drug Plan

A. 1. For purposes of this Section, employees hired prior to July 1, 1986, the term “retired employee” shall be limited to those who are eligible to receive, and who actually do receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service.

2. For purposes of this Section, employees hired on or after July 1, 1986, the term “retired employee” shall be limited to those who are eligible to receive, and who actually do receive, a normal (unreduced) retirement benefit from the Town pension plan immediately upon separation from Town service.

B. Each individual retired employee and any eligible and enrolled dependents shall be eligible to participate in the same health and prescription drug programs which they enjoyed immediately prior to retirement. Such plans are described in Sections 1 and 2 of this Article and include the same co-pays, deductibles and other terms and conditions.

C. 1. Employees hired prior to July 1, 1986, who actually receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service shall be eligible to receive health insurance benefits in accordance with past practice and provisions of the 11/18/86 Memorandum of Understanding regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.

2. The parties agree to incorporate the provisions of Section 3 (C)(1) of this Article in a separate agreement with individual members of the bargaining unit who were employed prior to July 1, 1986. Such agreement shall be binding on the Town and on such individuals regardless of the result of future negotiations between the Town and the Union on the subject of retiree health insurance benefits. However, the Union does not waive its right to represent such individuals, and the Town shall have no right to negotiate directly with such individuals, as long as they remain employed by the Town and are covered by Section 3 of this Article, or by any successor provision governing retiree health insurance.

D. 1. Employees hired on or after 7/1/86 and prior to 11/10/97, who retire with a normal (unreduced) retirement benefit immediately upon separation from Town service, shall pay seven percent (7%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

2. The parties agree that for the duration of the 1997-2002 collective bargaining agreement, and in negotiations for the next two succeeding collective bargaining agreements between the parties, any change in Section 3 D(1) provision shall not be a mandatory subject of bargaining.

E. Employees hired on or after November 10, 1997 or on or before June 30, 2003, who retire with a normal (unreduced - and with eligibility at age 55 with 25 years of service) retirement benefit immediately upon separation from Town service, shall pay fifteen percent (15%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the

health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

F. Employees hired on or after November 10, 1997 or on or before June 30, 2003, who retire with a normal (unreduced - and with eligibility at age 60 with 10 years of service) retirement benefit immediately upon separation from Town service, shall pay thirty percent (30%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

G. Employees hired on or after July 1, 2003, who retire with a normal retirement benefit (unreduced - and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 25% of the fully insured rate for individual coverage or 50% for dependent coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

H. 1. At Medicare eligibility, the retired employee's health insurance coverage shall be converted, at the employee's option, to either a Medicare Supplement or Medicare Risk (HMO) Plan; and continuation in either Plan is contingent upon conditions established by the carrier. The cost of the Medicare Supplement Plan or Medicare Risk (HMO) Plan shall be provided by the Town to the retiree without cost sharing.

2. It is assumed that the retired employee is covered by Medicare - Part A and Part B. The retired employee is automatically covered by Medicare Part A if they are eligible for Social Security. Enrollment in Medicare Part B and payment of the Medicare premium is the retired employee's responsibility. Whether enrolled or not, the Town Plan will only pay for the amount normally payable under the Town Plan minus the amount payable under Medicare Part A and Part B for the same expenses.

3. For retired employees who participate in the Medicare Risk Plan, the Town will reimburse them for one-half of the Medicare Part B premium, up to a maximum of \$500 per year, exclusive of any social security penalties. This reimbursement shall continue only as long as the retired employee remains in the Medicare Risk Plan.

I. Upon the death of the retiree, medical benefits shall continue, for a period of twenty-four (24) months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required during this twenty-four (24) month period, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. This twenty-four (24) month continuation of medical benefits is intended to be applied to meeting the requirements of COBRA and any further continuation shall not exceed the COBRA limits.

J. At Medicare eligibility, the retired employees' prescription drug plan shall either remain the same as is available to active employees, or be covered by the Medicare Risk (HMO) Plan.

Agreement on having this benefit “remain the same as is available to active employees” shall not establish a precedent for other benefit negotiations.

Section 4 - Health Benefits with Disability Retirement

Effective January 1, 1998, any employee who retires with a disability pension under Section 30-14 of the Pension Ordinance, and, has at least 10 years of consecutive and continuous years of service with the Town immediately prior to retirement, shall be eligible to receive health benefits in the following manner:

1. The employee shall receive the same health benefit that is applicable to active employees in the same bargaining unit that the employee was in immediately prior to their disability retirement. Any change in the health plan for active employees shall also change the health plan for the retiree. At Medicare eligibility, the health plan shall convert to the Medicare Supplement Plan or Medicare Risk (HMO) Plan. The retiree shall continue to contribute toward the cost of the plan as defined in Section 4 (2)(A) of this Article.

2. The employee shall contribute toward the cost of this health benefit in the following manner:

A. 100% of the fully insured rate minus an amount determined by multiplying the employee's years of service by 3.5. For example, if an employee had 15 years of service, they would contribute 47.5% of the fully insured rate. $(100 - [15 \times 3.5])$

B. Dependent coverage may be continued for 12 months at the same rate as determined in 2A above. Any and all dependents coverage will be terminated thereafter, except that COBRA continuation will be offered, for a period of 26 months, by paying 102% of the fully insured rate.

C. Upon reemployment with any other employer who provides a health plan of any kind, the employee and dependents shall be ineligible for further participation in the Town plan.

a. The employee shall be responsible for notification of the Town and shall be responsible for any claim made against the Town during any period of time they could have been covered by another plan.

b. The employee shall furnish such documentation as required from time to time by the Town for purposes of verifying other employment and available health benefits. Failure to do so shall render the employee ineligible for this health benefit.

Section 5 - Cost Containment

The Town may choose to provide for the administration of employee health benefits under a “cost-containment” program by any provider who has filed with and been approved by the Connecticut State Department of Insurance to provide such services. Such a program may include any classifications and definitions of services which have been agreed upon by the Union, provided that implementation or elimination of any such service is thoroughly

communicated to all employees not less than 60 days prior to the effective date of implementation or elimination. Once implemented, the Town may eliminate any such service at its sole discretion provided it gives employees the notice required above and further provided it restores the full contractual benefit that the eliminated service(s) affected. Any service implemented must be within parameters which have been agreed upon by the Union in writing.

Section 6 - Life Insurance

A. Effective January 1, 1998, the Town will participate in a group life insurance plan providing a benefit in the amount of \$50,000 for each full-time active employee and will pay the cost of such insurance for each participating employee.

B. Effective January 1, 1998 each employee pensioned, will have their group life insurance automatically reduced from \$50,000 to \$25,000. This reduction will become effective as specified in the group life insurance plan. The cost of such reduced life insurance for each pensioned employee who retires shall be paid by the Town. The balance of each retired employee's group life insurance may be converted and paid for by the retired employee in accordance with the terms of the group life insurance plan.

Section 7 - Long term Disability

Effective January 1, 1998, the Town shall provide for active employees disability insurance coverage with the following features: 180 day waiting period, benefit of 60% of pay with \$3,000 monthly maximum and with offset for any other disability income, benefits to age 65, disability defined as unable to engage in own occupation for first 2 years and unable to engage in any occupation thereafter.

Section 8 - Vision Care

Effective July 1, 2003 the Town shall provide and pay the cost, for active employees and qualified dependents, for a "basic" networked vision care program as outlined in Attachment A. For each retiree eligible for health insurance benefits as defined in Article IX, Section 3 (B), (C)(1), (D)(1), (E), and (F) and their eligible dependents, one (1) vision examination related to refractive errors shall be provided per year and be paid in full after a \$15 copayment up to reasonable and customary charges while covered by the Town's PPO Plan, until eligibility for Medicare Supplement Plan or Medicare Risk (HMO) Plan, as per practice.

Section 9 - Dental Insurance

Effective July 1, 2003, the Town shall provide a full service dental plan as outlined in Attachment B. Each bargaining unit member shall be enrolled and pay 25% of the fully insured rate toward the cost of individual coverage and have the option to elect further coverage for eligible dependents. Employees who elect to enroll dependents may do so at their own expense by authorizing monthly payroll deductions covering 50% of the additional cost for such enrolled dependents. Dependents may be enrolled during the open enrollment period and must remain participants in the plan for at least twelve (12) months. Eligible dependents may include

dependent children to age 19, or age 25, if full time students. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law.

Section 10 - Carriers

The Town may at any time and from time to time change the carriers for any of the foregoing insurance, provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages.

Section 11 - Pension

A. Sections 30.7.0 and 30.52.0 of the Codified Ordinances of the Town of West Hartford, relating to pensions for Town employees, are made a part of this Agreement. Any and all amendments to said pension ordinance, which effect this bargaining unit, and which are enacted during the term of this Agreement shall also become a part hereof, provided that no such amendment which reduces retirement allowances or their dependents or beneficiaries, or which requires greater employee contributions than now specified, shall become a part hereof without written consent of the Union.

B. The following amendments to the Pension Ordinance have been agreed to by both parties, effective as to members of this bargaining unit on the dates specified below:

1. For each individual retiring on or after January 1, 1998 there shall be a 1 % cost-of-living adjustment to their pension every year beginning 3 years after retiring with a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's normal retirement date.
2. For each individual retiring on or after January 1, 1998 with an early retirement there shall be a 1 % cost-of-living adjustment to their pension every year beginning 3 years after they would have been eligible for a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's normal retirement date.
3. Section 30-24 (H) of the Pension Ordinance regarding the 1% cost of living adjustment will be applied as follows:
 - (a.) The 1% cost of living adjustment is provided on the amount of the member's benefit at the time they are receiving it, except as modified by (3)(d) of this Section. The benefit will include all previous year's COLA adjustments, so that there will be a compounding effect.
 - (b.) When a member who is receiving the temporary retirement allowance (as defined in Section 30-18 and 30-19 of the Pension Ordinance) is no longer eligible for that allowance, the COLA amount that was applied to the members benefit during the temporary increase will be applied on an actuarial equivalent basis to the new benefit.

(c.) COLA increases after a member's eligibility for the temporary retirement allowance shall be on the amount of the member's actual benefit at the time the COLA increase is to take effect, except as modified by (3)(d) of this Section.

(d.) COLA increases shall be calculated without regard to or inclusion of any portion of the retirement allowance which is payable to the member as a result of a retirement incentive.

4. The COLA provision shall not apply to disability retirements, employees who terminate with a deferred vested benefit, or to beneficiaries of employees who die before becoming eligible for retirement.

5. Effective January 1, 1998, all active employees in the bargaining unit shall contribute, in addition to any other contribution they may make to the Pension plan, 1% of gross earnings to the Pension plan.

6. Any reduction in the 1% contribution, referred to in Section 11(B)(5) above, shall not be a mandatory subject of bargaining for the duration of this contract and for the duration of the next two succeeding contracts.

7. It is understood by both parties that the intended relationship of this 1% employee contribution and 1% COLA is to have the benefit pay for itself through employee contributions. It is agreed that any future change in the plan benefit negotiated by the parties that would change the intended relationship between the contribution and the COLA will be reason, for either party, to request and have accepted a reopener of this Article VIII, Section 11(B)(1), (2), (3), (4) and (5) of the collective bargaining agreement, for the purpose of negotiating a change that will keep the intended relationship intact. Such reopener shall not, however, violate the provisions of Section 11(B)(6).

8. Any employee who leaves Town service and withdraws from participation in the Town's Pension Plan shall receive a refund of their 1% pension contribution as referenced in Section 11 (B)(5) plus 2% interest payment. Such payment is a separate refund from any other refund which may be provided in Section 11 (E).

C. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-19 of the Pension Ordinance shall be modified, effective January 1, 1998, so that:

1. the reduction in benefits for years of service prior to January 1, 1989 shall be changed to apply to years of service prior to January 1, 1986, and

2. the reduction shall not be made until the member reaches full retirement age as defined by the Social Security Administration schedule.

D. The Town shall establish procedures for allowing members of the bargaining unit to buy back eligible years of service from other governmental entities through payroll deductions and to use any contractual provision for sick leave buy out upon retirement for the purpose of such buy

back. Employees may only buy back eligible years of service from other entities during their first year of service with the Town or during their last year of service with the Town.

E. An employee shall provide their department director thirty (30) days notice of their intent to retire under the Town of West Hartford Pension Plan except in cases of emergency.

F. Effective July 1, 2003 all active employees in the bargaining unit shall contribute, (in addition to Article VIII, Section 11(B)(5) 1.5% of their gross earnings to the Pension fund. Such contribution shall increase to 2.0% effective July 1, 2004; 2.5% effective July 1, 2005; and 3.0% effective July 1, 2006.

Whenever an employee hired on or after July 1, 2003 reaches 35 years of credited service with the Town (excluding any buy-back time) their contribution shall be reduced to 2.0% of their gross earnings.

Whenever an employee hired prior to July 1, 2003 reaches 30 years of credited service with the Town (excluding any buy-back time) their contribution shall be reduced to 2.0% of their gross earnings.

G. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-12 of the Pension Ordinance shall be modified, effective July 1, 2003, to reflect the following:

1. Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.
2. Any member who is hired by the Town before July 1, 2003 and who retires on or after July 1, 2003 and who became eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or by attaining at least the age of 60 and having at least 10 years of credited service, and does not retire shall be eligible to receive a supplemental benefit if such employee does not retire for at least one year after becoming eligible. The amount of the supplemental benefit that is accrued for such member shall be \$600 at the end of the first year for which retirement is deferred following satisfaction of the pertinent age and service requirements, and increased by an additional \$600 at the end of each additional year for which retirement is deferred.
3. (a) The pension supplement shall not be calculated in the cap calculation. The years of credited service and/or buy-back of years from other employment are still capped at 35. However, the supplement will be added to an employee's pension above the cap amount.

(b) The above pension supplement will not be calculated as part of the COLA computation and will not be a survivor benefit.

(c) The supplement shall be made annually in a single payment during the month of July, starting the first July after the employee's retirement date.

4. The parties agree that for the duration of this 2002-2007 collective bargaining agreement, and in negotiations for the next three succeeding collective bargaining agreements between the parties, any change in the age and/or years of service for a normal pension retirement shall not be a mandatory subject of bargaining. The parties further agree that this provision may be extended by mutual agreement of both parties.

H. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-13D of the Pension Ordinance shall be added, effective July 1, 2003, to reflect the following:

D. Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 55 years and shall have completed 15 years of credited service or attained the age of 60 years and completed 10 years of credited services shall have the option, to be exercised by written request to the Pension Board, to retire not less than 60 days after the filing of said request with the Pension Board.

I. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-8 of the Pension Ordinance shall be modified, effective July 1, 2003, to reflect the following:

AVERAGE FINAL COMPENSATION – The average annual compensation of a member during the three highest paid years of service prior to and including the last full month of employment. For employee's hired on or after July 1, 2003 the average final compensation for a Part B member shall not exceed the member's highest paid calendar year base wage. The highest paid calendar year base wage will be calculated on base wages or salary only and will not include payments on account of overtime worked, longevity payments, meal payments, or any other payment.

J. The Town shall establish procedures for enrolling members of the bargaining unit in a Section 457 deferred compensation plan. Participation in this plan shall be at the discretion of each individual employee. Effective July 1, 2003, and in each fiscal year thereafter, the Town shall match, on a dollar-to-dollar basis, the employee's contribution to a 457 deferred compensation program. The Town's contribution shall not exceed 1.2% of the employee's annual base pay and shall start with the employee's first contribution of the calendar year.

K. Effective July 1, 2007, any member of the bargaining unit hired prior to July 1, 2003 and retiring after July 1, 2007, shall be eligible for retirement from active service and for a normal unreduced retirement allowance if he or she shall have attained 30 years of credited service. If such member earns 30 years of credited service, not counting buyback of service time, they shall receive an annual amount equal to 70% of the member's average final compensation.

Members with years of service prior to January 1, 1986 are subject to a social security offset where years served prior to January 1, 1986 as outlined in the pension ordinances as amended from time to time.

Such members who retire with 30 or more years of service shall not receive the supplemental payment outlined in Section G of this Article unless they otherwise would have been eligible without regard to this provision.

Any member who retires with 30 or more years of credited service shall not receive the COLA as outlined in Section 11 (B) of this Article until three years after they would have been eligible for a normal unreduced retirement benefit with age 55 with 25 years of service or age 60 with 10 years of service.

- K. For bargaining unit members who are Part B members of the Pension Plan, provisions of the Pension Ordinance related to Disability Pensions, as a result of workplace injuries, shall be modified effective July 1, 2007 to provide for the following:
- a. An employee with less than ten (10) years of service who is unable to perform any work in accordance with federal Social Security Administration provisions shall be eligible to receive a disability pension.
 - b. Regardless of years of service, the disability pension benefit shall be offset at a rate of one dollar for every two dollars of earned income, once earned income plus disability pension benefit equals the employee's annual base salary, determined at the time of disability. Earned income shall be defined as adjusted gross income on federal income taxes that include, but not be limited to, wages, long term disability payments, workers compensation payments, etc.
 - c. An employee who qualifies for a disability pension, who is offered alternate employment with the Town shall remain a member of Part B of the Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, and pension benefit computation, as if he or she had remained in his/her former position, and had received the salary increase uniformly applicable to his/her former position. An employee similarly situated from another bargaining unit shall maintain the benefits afforded to them under the collective bargaining unit they belonged at the time of the injury.

ARTICLE IX

Wages

Section 1:

(a) The pay schedules below show the hourly rates of compensation to become effective when specified.

Carpenter II, Facilities Mason, Electro-Mechanical Technician								
Pay Grade	Effective Date	A	B	C	D	E	F	G
6	7/1/2007	23.90	24.28	24.62	24.98	25.36	24.72	26.11
	7/1/2008	24.56	24.95	25.30	25.67	26.06	26.43	26.83
	7/1/2009	25.42	25.82	26.19	26.57	26.97	27.36	27.77
	7/1/2010	26.31	26.72	27.11	27.50	27.91	28.32	28.74
	7/1/2011	27.32	27.66	28.06	28.46	28.89	29.31	29.75

Crew Leader									
Pay Grade	Effective Date	A	B	C	D	E	F	G	DIFF
5	7/1/2007	22.79	23.03	23.32	23.62	23.89	24.16	24.45	25.19
	7/1/2008	23.42	23.66	23.96	24.27	24.55	24.82	25.12	25.88
	7/1/2009	24.24	24.49	24.80	25.12	25.41	25.69	26.00	26.79
	7/1/2010	25.09	25.35	25.67	26.00	26.30	26.59	26.91	27.73
	7/1/2011	25.97	26.24	26.57	26.91	27.22	27.52	27.85	28.70

Building Maintenance Technician III, Painter								
Pay Grade	Effective Date	A	B	C	D	E	F	G
4	7/1/2007	21.44	21.81	22.19	22.54	22.93	23.31	23.64
	7/1/2008	22.03	22.41	22.80	23.16	23.56	23.95	24.29
	7/1/2009	22.80	23.19	23.60	23.97	24.38	24.79	25.14
	7/1/2010	23.60	24.00	24.43	24.81	25.23	25.66	26.02
	7/1/2011	24.43	24.84	25.29	25.68	26.11	26.56	26.93

Carpenter I								
Pay Grade	Effective Date	A	B	C	D	E	F	G
3	7/1/2007	21.16	21.45	21.79	22.13	22.46	22.79	23.07
	7/1/2008	21.74	22.04	22.39	22.74	23.08	23.42	23.70
	7/1/2009	22.50	22.81	23.17	23.54	23.89	24.24	24.53
	7/1/2010	23.29	23.61	23.98	24.36	24.73	25.09	25.39
	7/1/2011	24.11	24.44	24.82	25.21	25.60	25.97	26.28

Building Maintenance Technician II								
Pay Grade	Effective Date	A	B	C	D	E	F	G
2	7/1/2007	20.22	20.57	20.89	21.23	21.57	21.86	22.20
	7/1/2008	20.78	21.14	21.46	21.81	22.16	22.46	22.81
	7/1/2009	21.51	21.88	22.21	22.57	22.94	23.25	23.61
	7/1/2010	22.26	22.65	22.99	23.36	23.74	24.06	24.44
	7/1/2011	23.04	23.44	23.79	24.18	24.57	24.90	25.30

Building Maintenance Technician I											
Pay Grade	Effective Date	A	B	C	D	E	F	G	H	I	J
1	7/1/2007	13.29	13.94	14.68	15.39	16.16	16.95	17.81	18.78	19.81	20.89
	7/1/2008	13.66	14.32	15.08	15.81	16.60	17.42	18.30	19.30	20.35	21.46
	7/1/2009	14.14	14.82	15.61	16.36	17.18	18.03	18.94	19.98	21.06	22.21
	7/1/2010	14.63	15.34	16.16	16.93	17.78	18.66	19.60	20.68	21.80	22.99
	7/1/2011	15.14	15.88	16.73	17.52	18.40	19.31	20.29	21.40	22.56	23.79

- (b) The normal probationary period for all employees in the bargaining unit shall be six (6) months. However, the normal probationary period may be extended by the Department Head for a period not to exceed an additional six (6) months.
- (c) When an employee has completed six (6) months of service, such employee will be eligible to advance, on or after the effective date of this Agreement, to the second step in the new schedule at the start of the first full payroll period of a fiscal quarter nearest to the employee's eligibility date of advancement, providing the employee meets the conditions set forth in Section 3 of this Article.

- (d) An employee in the second or any subsequent step up to the maximum of the pay schedule for his/her respective classification will be eligible for a merit increase provided the employee meets the conditions set forth in Section 3 of this Article.

Section 2: A differential of sixty (60) cents per hour shall be paid for any work actually performed on regularly scheduled night shifts. No differential shall be paid for work performed on any day on which an employee is not assigned to a night shift, or for any day on which no work is performed. The term "night shift" shall mean any shift starting at or after 11:00 a.m.

Shift selection for vacant positions shall be by seniority from among those qualified to do the required work. In cases where an employee's qualifications cannot be demonstrated by previous service in a comparable position with the Town or Board of Education, a brief oral and/or practical examination will be given. In the event there are insufficient volunteers to fill a particular shift, such shift shall be filled by assignment in inverse order of seniority. Building Maintenance Technician I's so involuntarily assigned will be allowed to transfer to any vacancy on their preferred shift when a new employee has completed his/her probationary period and is promoted to Building Maintenance Technician I before any such vacancy is filled with a new employee.

Section 3: The Town reserves the right to grant annual merit pay increases. For employees hired on or after July 1, 2003, merit progression shall occur every twelve (12) months after the employee has satisfactorily completed the probationary period. For employees hired prior to July 1, 2003, the employee shall be eligible for a merit increase to the third and subsequent steps up to the maximum of the pay schedule for his/her respective classification after nine (9) months at the preceding step. Merit salary increases within an established range shall depend primarily upon recommendations of merit by the Department Head. Merit salary increases shall be given only upon certification by a Department Head that the employee has maintained a consistently high level of performance. It shall be the responsibility of the immediate supervisor to inform any employee who, in their opinion, is not maintaining such a satisfactory level of performance. If, after such notice, the employee's performance does not improve, the employee's merit increment may be withheld until the following quarterly merit increment date, at which time the supervisor shall again review the employee's performance. When an increment is withheld, the employee shall be notified in writing of the reasons for such action and shall have the right to challenge the decision by means of the grievance procedure.

Merit increases in excess of one step or more often than once per year shall be reserved for exceptional performance and shall be given only with approval of the appointing authority. Merit salary increases will normally be made effective the first pay period of the fiscal quarter starting closest to the employee's eligibility date of advancement. Persons employed before September 1963 will be assigned July 1st as an eligibility date.

Section 4: On the employee's anniversary date of employment after five (5) years of consecutive and continuous full-time (excluding part-time) Town service, and on his/her yearly anniversaries thereafter, will be awarded a lump sum according to the following table. Such lump sum will be given to the employee on a regular payroll date nearest to the employee's anniversary date of employment, and will be subject to payroll deductions. For the purpose of this Section, if

the employee leaves the Town service for any reason prior to his/her anniversary date of employment of this lump sum payment, he/she shall forfeit such payment.

On completion of:

<u>5 to 8 Years</u>	<u>9 to 14 Years</u>	<u>15 Years & Up</u>
\$125	\$250	\$400

Section 5: Wages are payable to not more than two (2) employees for the time spent in negotiations during normal working hours, but not after such hours.

Section 6: When an employee is promoted from one class to another, his/her rate of pay will be increased on the date of such promotion from his/her current step in his/her current salary range to the corresponding step in the range for the position to which he/she is promoted, provided that he/she shall not be paid according to any step in his/her new salary range which is more than ten percent (10%) higher in hourly rate than his/her old step in his/her old range, unless such step is the first step of his/her salary range. Following promotion, merit salary increases will normally be made effective the first full pay period of the fiscal quarter starting closest to the anniversary date of the promotion.

Section 7: Uniforms and equipment shall be provided by the Town as set forth below and will be returned to the Town if the employee leaves the Town's service for any reason, except that used protective footwear may be retained by the employee.

- (a) The Town shall issue one (1) pair of summer and one (1) pair of winter protective work shoes, each of which shall be replaced upon inspection. The bid specifications for work shoes shall be limited to one pair of summer and one pair of winter protective work shoes with steel toe caps and soles and heels of neoprene, or other manmade material with high resistance to oil, chemicals, water, slipping and abrasion, with good cushioning characteristics. Neoprene crepe, neoprene cork, and similar materials are not acceptable.
- (b) The Town shall continue its current practice of furnishing and cleaning uniforms. However, the number of uniform pants shall be increased to eleven (11). Employees may elect to exchange four (4) of the eleven (11) uniform pants for uniform shorts which may be worn during the months of May through September.
- (c) The Town shall furnish each employee engaged in outdoor work with two (2) jackets, one (1) of the "Ike" type for summer wear and one (1) winter jacket with hood. These jackets will be replaced as needed based on an inspection.
- (d) The Town will furnish one (1) set of foul weather gear for each employee and hip boots for use by employees who need them. Foul weather gear and hip boots shall be replaced on inspection, but such items remain the property of the Town.

- (e) The Town will provide whatever safety equipment the Town deems necessary for the personal use of the employees. The Town will replace all such safety equipment which is worn out or damaged.
- (f) The Town will provide gloves to those employees whose jobs require the use of gloves, and the Town will replace all worn out or damaged gloves upon inspection.
- (g) The Town will issue five (5) T-shirts to each employee each year. T-shirts which are damaged or destroyed during the year will be replaced at the discretion of the division manager or his/her designee.

Section 8:

- (a) If an employee is required to work a higher classification than his/her regular classification, the employee for each day of such service shall receive the nearest higher rate in the salary range for the higher classification which is at least five percent (5%) above his/her regular hourly rate; but in no event shall he/she receive more than the highest rate in the salary range for the higher classification.
- (b) All higher classification assignments shall be offered to employees in the unit on the eligibility list in order of their names appearing on the list if the employee is available.

ARTICLE X

Hours of Work and Overtime

Section 1: The regular work week shall consist of forty (40) hours per week, eight (8) hours per day, on five (5) consecutive days, with two (2) days off, one (1) of which shall be Sunday. Shifts shall be rotated at least monthly so that no employee is permanently assigned to a shift which includes Saturday work. Starting time for the first shift shall not be changed without one (1) week's advance notice to the affected employees.

Work in excess of the schedule shall constitute overtime. Management shall have the right to require overtime in a manner most advantageous to the Town and consistent with the demands of public service. If such an overtime assignment cannot be filled, then employees who first declined working such overtime assignment may be ordered to work based on reverse order of seniority within the Division.

Section 2: Overtime work shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate, under the following conditions:

- (a) Work performed on any day of the week that is not included in the posted schedule, or on any day that is observed as a holiday only because of the operation of Article V, Section 2 (a) and (b), or on the sixth (6th) day of work in any work week.

- (b) Work performed on any day that is included in the posted schedule, if such work causes the employee to have worked more than eight (8) hours per day, or forty (40) hours in that week. There shall be no duplicating or pyramiding of overtime or premium pay for the same hours worked. For the purpose of computing overtime in any week, hours paid for but not worked shall be computed as hours worked.
- (c) Work performed on an actual holiday, determined without reference to Article V, Section 2(a) and (b), or on the seventh (7th) work day in any work week, or on a Sunday, shall be compensated at two (2) times the employee's regular rate of pay. An employee must notify their supervisor if an overtime assignment offered would create a seventh (7th) day situation. In such circumstances, the supervisor can by-pass the employee for that overtime assignment and such overtime shall not be charged to the employee as a refusal for purposes of equalization of overtime.

Section 3: Compensation for overtime work on holidays, as described previously, shall be in addition to regular holiday pay.

Section 4: An employee called in for emergency work, as determined by the Town, shall be paid at one and one-half (1-1/2) times his/her regular rate of pay for actual hours worked, but not less than the equivalent of four (4) hours of his/her regular hourly rate of pay.

Section 5: An employee shall be deemed to have been "called in" only when he/she is notified, after finishing his/her preceding regular shift, of work to be done. If he/she receives such notice before finishing his/her shift, he/she shall be deemed to have worked continuously, for purposes of this Section. Only hours between his/her regular quitting time and two (2) hours before his/her next day's starting time are subject to the call-in provision during the regular work week.

Section 6: Once an employee has been called in, he/she shall be considered to be available for work for the next four (4) hours; and if he/she is called back to work more than once within such four (4) hour period, he/she shall not be entitled to a second four (4) hour straight-time minimum. However, if the second call-in extends beyond the end of the original four (4) hour period, all work thereafter shall be compensated at time and one-half. Call-in hours paid, but not actually worked, when the unworked hours roll over to another day, shall not count as hours worked for the application of the 7th day rule, as outlined in Section 2 (c) of this Article.

Section 7: On regularly scheduled working days, a meal allowance of \$10.00 shall be given to any employee who actually works eleven (11) or more consecutive hours. On any other day, the same meal allowance shall be given to any employee who actually works four (4) or more hours, and shall be paid again for each additional six (6) hours actually worked thereafter.

Section 8:

- (a) The Town shall continue its current procedure of distributing overtime as equally as possible among employees who are qualified for and available to perform overtime work.
- (b) If an employee is scheduled for overtime work and does not avail himself of the opportunity to work overtime, or cannot be made aware of such opportunity because he/she does not

report to work on the date that such opportunity is announced, it shall be so noted, and the hours, for the purpose of determining equal distribution of overtime shall be considered as work by such employee.

- (c) No employee shall be required to accept a scheduled overtime assignment of less than four (4) consecutive hours, and no such overtime assignments shall be counted toward equalizing overtime.

Section 9: All employees will be allowed a ten (10) minute coffee break during each half of each shift on Town time.

Section 10: Employees may elect to receive compensatory time off in lieu of overtime pay for any overtime hours worked. Compensatory time received by an employee in lieu of cash must be computed at the same rate that overtime pay would have been calculated and in no event less than one and one-half hours of compensatory time for each hour of overtime worked.

Employees may accrue and maintain a balance of up to forty (40) hours of compensatory time at any time. Employees should request the use of accrued compensatory time through his/her immediate supervisor in the same manner as vacation leave is requested. Employees shall be permitted to use such time off, provided such use does not unduly disrupt the operations of the Division. Compensatory time shall be paid in cash at the rate of pay in effect at that time. Employees may request payment for accumulated compensatory time, or a portion thereof, at the end of each fiscal quarter.

All compensatory time shall be reported on a Personnel Action form both when it is earned and when it is used.

ARTICLE XI

Existing Rules and Practices

Section 1: The Town agrees to provide bulletin boards at the various buildings in Town where employees of this unit work, and to permit the Union to utilize them for posting of notices concerning Union business and activities. Permission is also granted to utilize the internal mail system to send notices and communication addressed to various members.

Section 2: When death occurs in an employee's immediate family, funeral leave will be granted by the Director in accordance with the following schedule:

- Up to 5 days leave for employee's mother, father, spouse, child, sister, brother, domestic partner*;
- Up to 5 days leave for spouse's mother, father, children;
- Up to 3 days leave for employee's grandparent, grandchild, or other relatives actually domiciled in the household of the employee or to whose support the employee contributed a majority share;

- Up to 3 days leave for spouse's sister, brother, grandparent, grandchild;
- 1 day leave for employee's aunt, uncle

Domestic partner is not considered as the spouse for purposes of this provision. Exceptions to this provision will be referred to the Employee Services Director. Documentation of need and propriety may be required at the discretion of the Director.

Section 3: Employees shall be granted leave with pay for the following reasons and subject to the following restrictions:

- (1) Jury duty.
- (2) Any other required appearance before a court or other public body except where the employee is a litigant.
- (3) Participation in short-term military training in Federal Reserve or National Guard, not to exceed two (2) weeks in any calendar year.
- (4) Participation in conferences or official meetings which enhance the employee's value to the Town and approved by the appointing authority.
- (5) Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority.

In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, his/her Town salary shall be reduced by that amount for the duration of the leave.

Section 4: Employees shall be granted leave without pay for the duration of military service and shall be returned to their original position or to one similar in pay and duties upon their separation from such military service provided they return to the Town service within ninety (90) days of their separation from the military service or from hospitalization arising from such service.

Section 5: Employees may be granted other leave without pay at the discretion of the Director with the concurrence of the Personnel Director when, in his/her opinion, the Town service would benefit from such leave. Such approval shall be granted only after consideration of the needs of the Town service, the service record of the employee, and the relevancy of the request to the needs of the Town.

Section 6: The parties agree that reasonable safety standards shall be observed on the job, as required by OSHA or other authorities. The Town shall provide required safety equipment. The Town shall conduct a program of testing employees who regularly use insecticides, pesticides and fungicides for exposure to toxic chemicals, in accordance with procedures agreed to by the parties. Violations of this Section shall be subject to the grievance procedure only if the grievance is presented by the Union. No employee shall be required to perform any task which constitutes an unreasonable risk to his/her health or safety.

Section 7: Both parties agree to continue their policies of not discriminating against any employee on the basis of race, creed, color, national origin, religion, age, sex, marital status or physical disability.

Section 8:

- (a) The Town shall provide adequate Workers' Compensation Insurance and shall supplement the Workers' Compensation payments of the insurance company so that the employee will receive full pay during this absence, provided that such supplementary benefits shall end one (1) year from the date on which the injuries were sustained.
- (b) Effective upon execution of this collective bargaining agreement the supplement referred to in Section 8a shall be calculated so that the net take-home amount the employee receives while on workers' compensation shall not be more than they would have otherwise received if they were not on workers' compensation.
- (c) Should an employee recover from a third party damages for an illness or injury including death, compensable pursuant to C.G.S. Chapter 568, the employee agrees to reimburse the Town for the supplemental wage payments paid to them up to the limit of such recovery, in the same manner that workers' compensation payments are reimbursed under applicable law.

Section 9:

- (a) The Town shall furnish each employee at least once a year with a statement of the earned sick days to his/her credit and net accrued vacation days.
- (b) The Town shall furnish each employee with a copy of each Personnel Action Form pertaining to his/her personnel record, including such Actions as are signed by management without his/her own signature.
- (c) Employees shall be given a copy of their evaluation form at the time they are required to sign it.

Section 10: Any employee may request a leave of absence without pay, which may be granted or denied by the Department Head after consultation with the Director of Employee Services. If such leave is granted, the employee and dependents shall remain enrolled in the Town's medical insurance plans, with the employee maintaining their contribution toward the cost of their health benefit for the month in which the leave commences plus one (1) additional month (six (6) months in the case of leave without pay for medical reasons, as verified by a physician's certification), and the employee paying the fully insured cost if he/she wishes to continue such coverage thereafter. If the employee allows the coverage to lapse, the Town will assure that upon return to active employment the coverage will resume immediately without a waiting period. The employee shall not accrue vacation or sick leave for any calendar month during which the employee fails to be in service the full month, but upon his/her return such benefits will be reinstated at the same level they existed when the leave began. Employees shall not be paid for holidays or other paid leave while on leave without pay. Administration of other benefits shall be in accordance with applicable provisions of the Personnel Rules and the Pension Plan.

ARTICLE XII

Union Business Leave

Special leave of absence with pay will be granted under the following conditions to authorized Union Representatives for attendance at conferences, institutes, or seminars sponsored or endorsed by the Union, or for the conduct of Union business directly related to the collective bargaining representation of employees.

- (a) Written request for such leave shall be submitted by the Union to the Department Head at least ten (10) calendar days prior to the first day of such requested leave.
- (b) Not more than an aggregate total of ten (10) days of leave from scheduled duty shall be granted annually, with pay under this Section. Leave without pay aggregating an additional fifteen (15) days may be granted each fiscal year by the Department Head for other Union business.
- (c) The Department Head may deny a request for either paid or unpaid leave, submitted under the Section, if, in his/her opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a longer period than one (1) day, the Department Head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.
- (d) The Department Head, within three (3) calendar days after submission of a request for leave under this section, shall grant or deny the request in writing to the Union. In granting any such request, he/she may require that the employee, upon his/her return to duty, furnish evidence of his/her attendance at the conference, institute or seminar for which the leave was granted.
- (e) It is recognized that an employee who is granted leave with pay under this section is granted such leave in his/her capacity as a representative of the Union as distinguished from his/her service as an employee of the Town and, therefore, it is agreed that during the period of such leave the Town shall have no greater legal or other obligation to such employee than it would have to an employee absent from duty on authorized leave without pay.

ARTICLE XIII

Seniority and Layoffs

Section 1: Seniority shall be defined as an employee's length of continuous service since his/her most recent date of hire in a position in the bargaining unit. Probationary employees shall have no

seniority during the period of their probation, but at the expiration of such period they shall immediately accrue seniority from their date of hire.

Section 2: All employees in the classification of Maintainer I may elect to transfer to the classification of Building Maintainer I, and upon such election shall be covered by the same terms and conditions of employment which apply to all other Maintainer I's. Employees in the classification of Maintainer I who elect to transfer to the classification of Building Maintainer I shall transfer their seniority to that classification. Other employees in the classification of Maintainer I shall retain their seniority with respect to their respective classifications only.

Section 3: In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to replace any less senior employee who is the least senior man in any equivalent or lower job classification for which he/she is qualified, and such replaced employee may exercise the same right. In cases where an employee's qualifications cannot be demonstrated by previous service in a comparable position with the Town or Board of Education, a brief oral and/or practical examination will be given. An affected employee has no option but to accept layoff when there is no less senior employee in any equivalent or lower job classification in the department. Four union stewards shall be treated as the most senior men in their respective classifications or in any classifications into which they are placed as a result of this section.

Section 4: Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of two (2) years from the date of layoff. Recall shall be in order of seniority. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification. Time limit may be waived by agreement of the parties for good cause. Employees recalled to their former classification shall return to the same status they held on the date of layoff in terms of pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits (including pension, to the extent permitted by ordinance). However, no seniority, leave time, or other benefits shall accrue during the period of layoff. Employees recalled to a lower classification shall retain recall rights to their former classification for the balance of their recall period.

Section 5: Seniority shall be broken only by the following events: Discharge for cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within five (5) days after notification of recall (unless waived in accordance with preceding Section). Seniority accumulation shall be suspended (but not broken) during layoff or during long-term leave of absence without pay (more than thirty (30) days).

Section 6: If an employee is to be laid off because of a reduction in the number of positions in a given classification or because of displacement by a more senior employee, such an employee shall be eligible for severance pay at the rate of one week's pay for each full year of continuous employment within a position in the bargaining unit up to three (3) years, and one-half week's pay for each full year of continuous employment within a position in the bargaining unit thereafter. Pay shall be computed based on the employee's regular rate during the last full pay period of employment within the bargaining unit.

Section 7: The Town will provide the Union annually with a seniority list containing names, classifications, pay scales, and dates of hire for all employees in the bargaining unit. Additionally, the Town will notify the Union of changes in said list as they occur. The Union agrees to reimburse the Town for the cost of photo copies and postage when billed by the town.

Section 8: Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of lack of work, lack of funds, elimination of position, or other legitimate reasons. The term "layoff" shall not include demotion, nor cases where an employee is promoted but does not successfully complete the probationary period for the new classification. Such an employee shall be returned to a position in his/her former classification, if at any time during the probationary period, the town determines he/she is not qualified for the new classification.

Section 9: For the duration of the 2007 – 2012 collective bargaining contract, the parties agree to the following:

A. As a result of the employer contracting out or reassigning to the Board of Education any of this bargaining unit's present work or services, no bargaining unit employee shall be demoted, have his/her work week reduced below normal hours, be laid off, or suffer any loss in wage rate, as a result of this contracting out or reassigning to the Board of Education. The Town shall have the right to make reassignment in accordance with the Memorandum of Understanding on transitioning of building maintenance services outlined in Attachment C.

B. Not as an attempt to shift work out of the bargaining unit but rather to have others support this bargaining unit to finish a task in a given time, the parties agree that:

1. the employer may use supervisors and employees from other bargaining units to temporarily supplement and support the work of this bargaining unit provided the use of said supervisors or employees from other Town bargaining units does not result in the reduction in standard work hours, lay off, demotion, or loss of wage rate for members of this bargaining unit; and

2. the Town may use members of this bargaining unit to temporarily supplement and support the work of their own and other bargaining units provided that so doing does not result in the demotion, reduction in standard work hours, layoff, or loss of wage rate for members of this bargaining unit.

C. If the Town exercises its option to contract out services which are currently performed by the bargaining unit's custodial services employees, then the Town agrees to ensure that the contractor's employees are paid at least the private sector prevailing wage and health benefit rate for such services as indicated in the Federal Department of Labor's latest wage survey for Hartford County or, if there is a Union which covers the majority of the private sector employees in Hartford County performing the same work as that which is to be contracted out, then the employer agrees to require its contractor(s) to pay an amount in cash benefits which is equivalent to the value of the wages and health benefits provided in that Agreement. The Town will

incorporate these guidelines within any new contract for services currently performed by custodial service employees and only with the existing contract for custodial services (Bid #4408-F) effective July 1, 1998.

For other positions in the bargaining unit, the Town may consider the private sector prevailing wages and health benefit rate, if available, for services of the contractor's employees as indicated in the Federal Department of Labor's latest wage survey for Hartford County or the State Department of Labor. Although the Town shall not be held to require its contractors to pay an amount in cash and health benefits which is equivalent to the value of the private sector prevailing wages and health benefit rate, it shall endeavor to do so.

ARTICLE XIV

Miscellaneous

Section 1: The parties acknowledge and agree that the following written memoranda of understanding remain in full force and effect:

- a. Understanding of hiring employees who are not members of the bargaining unit dated 11/07/88.
- b. Agreement of 11/18/86 regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.
- c. Addition of 11/18/86 Health Care Cost Containment Agreement.
- d. Agreements of 11/18/86 relating to Pension Plan.
- e. Agreement of 7/1/94 regarding the Family and Medical Leave Act of 1993.
- f. Agreement of 7/1/94 regarding a Flexible Work Schedule Policy.

ARTICLE XV

Duration

Section 1: This Agreement contains the full agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether covered or not covered herein, during the term hereof.

Section 2: This Contract shall be in full force and effect from July 1, 2007 to June 30, 2012, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date prior to the execution of this agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the execution of this agreement.

Section 3: Between the first day of January and first day of February, 2012, either party may notify the other that it wishes to amend or modify the Contract as of July 1, 2012. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 15th
day of November, 2007.

TOWN OF WEST HARTFORD

By [Signature]
Town Manager

[Signature]
Witness

[Signature]
Witness

SEIU, Local 2001, CSEA

By [Signature]
George Gould, Staff Representative

[Signature]
Witness

[Signature]
Witness

APPENDIX A

MEMORANDUM OF UNDERSTANDING

In conjunction with negotiations leading to the 1994 - 1997 collective bargaining agreement between the parties, the Town of West Hartford and SEIU, Local 531, have agreed to incorporate the Town's Flexible Work Schedule Policy dated June, 1994 to the collective bargaining unit agreement.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 4th day of April, 1995.

FOR THE TOWN:

/s/ James Francis, Director of Employee Services

/s/ Patricia Morowsky

FOR THE UNION:

/s/ Kurt Westby, SEIU, Local 531

/s/ Joseph Nathan

/s/ Richard Silva

/s/ James O'Brian

APPENDIX B

MEMORANDUM OF UNDERSTANDING

In conjunction with negotiations leading to the 1994 - 1997 collective bargaining agreement between the parties, the Town of West Hartford and SEIU, Local 531, have agreed to incorporate the attached policy schedule in compliance with the Federal Family and Medical Leave Act as part of the collective bargaining unit agreement.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 4th day of April, 1995.

FOR THE TOWN:

/s/ James Francis, Director of Employee Services

/s/ Patricia Morowsky

FOR THE UNION:

/s/ Kurt Westby, SEIU, Local 531

/s/ Joseph Nathan

/s/ Richard Silva

/s/ James O'Brian

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
SEIU, Local 760, Building Maintenance Unit

The Town of West Hartford and SEIU, Local 760, Building Maintenance Unit, agree and acknowledge that all previous written agreements including, but not limited to, memoranda of understandings entered into by the Town of West Hartford and SEIU, Local 531, Building Maintenance unit, unless superceded or expired, shall remain in full force and effect between the Town of West Hartford and SEIU, Local 760.

For the Town of West Hartford

For the Union

/s/ James Francis
James W. Francis
Director of Employee Services

/s/ George Gould
George Gould, Staff Representative
SEIU, Local 760

3/3/04
Date

3/3/04
Date

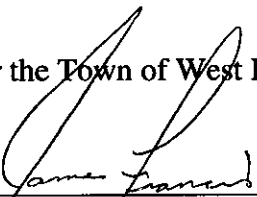
/s/ Patricia Morowsky
Witness

/s/ Gary Wagner
Witness

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
SEIU, Local 2001, CSEA, Building Maintenance Unit

The Town of West Hartford and SEIU, Local 2001, CSEA, Building Maintenance Unit, agree and acknowledge that all previous written agreements including, but not limited to, memoranda of understandings entered into by the Town of West Hartford and SEIU, Local 760, Building Maintenance unit, unless superceded or expired, shall remain in full force and effect between the Town of West Hartford and SEIU, Local 2001, CSEA.

For the Town of West Hartford



James W. Francis
Town Manager

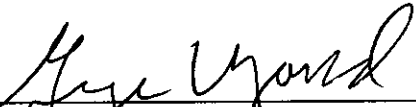
11.15.07

Date



Witness


For the Union

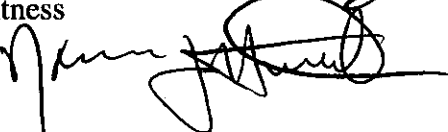


George Gould, Staff Representative
SEIU, Local 2001, CSEA

11-15-07

Date



Witness


**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 760, BUILDING MAINTENANCE UNIT**

The Town of West Hartford and SEIU, Local 760 have met to discuss changes in the Town of West Hartford Employee Benefit Plan regarding health insurance benefits. The parties have agreed that effective July 1, 2003, the in-network co-pay for office visits shall be increased from \$10 to \$15 per visit.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 3rd day of March, 2004.

Town of West Hartford

SEIU, Local 760

/s/ James Francis

/s/ George Gould

James Francis

George Gould, Staff Representative

Director of Financial & Employee Services

SEIU, Local 760

/s/ Patricia Morowsky

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 760, BUILDING MAINTENANCE UNIT**

The Town of West Hartford and SEIU, Local 760 have met to discuss changes in the Town Pension Plan that are reflected in Article VIII, Section 11 (G) of the 2002- 2007 collective bargaining agreement. To further the understanding of how this provision shall be applied, the following examples are provided:

Examples:

1. The above supplements are to be additive. That is, if someone reaches age 55 with 25 years of service and therefore is eligible to retire with a normal unreduced pension, but waits until they are age 65 with 35 years of service, the pension supplement will be \$6,000 per year (the sum of each year (10) deferred).
2. If an employee becomes eligible for a normal unreduced pension at age 57 with 25 years of service and waits until they are age 65 with 33 years of service, the pension supplement will be \$4,800 per year (the sum of each year (8) deferred from above age 57).
3. If an employee becomes eligible for a normal unreduced pension at age 63 with 10 years of service and waits until they are age 65 with 12 years of service, the pension supplement will be \$1,200 per year (the sum of each year deferred above age 63).

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this 3rd day of March, 2004.

Town of West Hartford

SEIU, Local 760

/s/ James Francis
James Francis
Director of Employee Services

/s/ George Gould
George Gould
Staff Representative

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
SEIU, Local 760, Building Maintenance Unit

The Town of West Hartford and SEIU, Local 760, Building Maintenance unit have met to discuss the implementation of a new dental plan benefit as part of the 2002 – 2007 collective bargaining agreement. The parties agree that members of the Building Maintenance unit shall be extended a special, one-time, open enrollment period to consider enrollment in this dental benefit plan following ratification of the contract. The special enrollment shall be for the 2004 calendar year.

In witness whereof the parties have caused their duly authorized representatives to affix their signatures this 3rd day of March, 2004.

For the Town of West Hartford

For the Union

/s/ James Francis
James Francis
Director of Employee Services

/s/ George Gould
George Gould, Staff Representative
SEIU, Local 760
Building Maintenance Unit

/s/ Patricia Morowsky
Witness

/s/ Gary Wagner
Witness

**MEMORANDUM OF UNDERSTANDING
DOMESTIC PARTNER HEALTH BENEFIT COVERAGE
Building Maintenance Bargaining Unit**

It is agreed between the parties that the current Town health plan for this bargaining unit will be amended to allow eligible employees to extend the group benefits coverage to domestic partners. Dependents of the domestic partner are not eligible for medical benefits coverage except as they qualify as a dependent of the employee. The plan will define a "domestic partner" as an individual who is (1) living in an exclusive committed relationship with the employee for at least three years prior to the commencement of the coverage; (2) jointly financially responsible with the eligible employee for their common welfare and living expenses; (3) neither married to anyone else, legally separated from anyone else, nor the domestic partner of anyone else; (4) not related by blood; and (5) over the age of 18; and (6) are living together in the same residence and intend to do so indefinitely. The Town shall have the sole and absolute discretion with regards to accepting a domestic partner as a covered participant in the Town health and prescription drug plans.

Required evidence for domestic partner participation may include:

- joint checking and savings accounts; and
- either joint ownership of home(s) or a jointly signed lease; and
- a will designating the partner as beneficiary; and
- designated primary beneficiary on life insurance policies; and
- evidence of joint responsibility for vehicles, other personal property, or debts.

Any change in the status of the aforementioned eligibility evidence from the time of acceptance shall make the domestic partner ineligible for Plan participation.

It is understood that the taxability of benefits provided shall be in accordance with IRS regulations and it is further understood that medical expenses or premiums paid by an employer for a domestic partner will be included in the gross income of an employee as compensation for services. This shall not be used for any other purpose and specifically shall be excluded from determination of pension benefits.

It is understood that the employee shall sign an affidavit attesting to his/her eligibility to enroll his/her domestic partner. This affidavit shall also bind the employee to accepting the taxability of such domestic partner benefits as determined by the IRS.

It is understood that if, for any reason, this relationship is not continued, or the employee is no longer eligible to receive a health benefit, the domestic partner shall not have any rights to continue health coverage under COBRA or any other means. The employee shall notify the Employee Services department as to any changes in domestic partner status within thirty (30) days of such change.

FOR THE TOWN:

/s/ James Francis
James Francis
Director of Employee Services

/s/ Patricia Morowsky
Witness

3/3/04
Date

FOR THE UNION:

/s/ George Gould
George Gould, Staff Representative
SEIU, Local 760

/s/ Gary Wagner
Witness

3/3/04
Date

MEMORANDUM OF UNDERSTANDING

Between

The Town of West Hartford

And

SEIU, Local 760, Building Maintenance Unit

The Town of West Hartford and SEIU, Local 760, Building Maintenance Unit, have met to discuss employee compensation when called-in. This Memorandum of Understanding is designed to guide the parties on the interpretation of Article X, Section 6 of the 2002 – 2007 collective bargaining agreement. It is understood and agreed that call-in hours paid, but not actually worked, when the unworked hours roll over to another day, shall not be considered as hours worked for the application of the 7th day rule. This agreement applies only to compensation when “called in”.

To further understand how this provision shall be applied, the following example is provided. An employee is called in on Saturday evening at 10:00 p.m. The employee actually works until 11:00 p.m. The employee will be compensated for four (4) hours in accordance with Article X, Section 4. The employee would be credited for working on Saturday, but not on Sunday.

For the Town of West Hartford

For the Union

/s/ James Francis
James W. Francis
Director of Employee Services

/s/ George Gould
George Gould, Staff Representative
SEIU, Local 760, Building Maintenance

3/3/04
Date

3/3/04
Date

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
SEIU, Local 760, Building Maintenance Unit

The Town of West Hartford and SEIU, Local 760, Building Maintenance Unit have met to discuss the town's intention of realigning building maintenance services and to negotiate the impact and effects of such action on the employees of the Building Maintenance bargaining unit. The following represents the parties' full understanding and agreement on the impact of this transition.

The parties agree that four (4) members of the building maintenance unit would be reassigned to the SEIU, Local 760, Grounds Maintenance Unit, filling positions vacated by the 2003 Retirement Incentive Program. Bargaining unit members may elect to be reassigned to these other positions on the basis of bargaining unit seniority. If no volunteers make themselves available, the town may assign the vacant positions to a bargaining unit member on the basis of reverse seniority. Additionally, the Plumber classification shall be reassigned to the Grounds Maintenance unit and eliminated from the Building Maintenance unit at the same wage schedule that existed in the Building Maintenance unit. Seniority within the bargaining unit shall be determined according to the date the employee joins the new unit, except that an employee reassigned to a position in a bargaining unit that they previously were a part, shall be credited with the previous bargaining unit seniority so long as the other bargaining unit recognizes such service. The transition will occur on or before December 31, 2003.

Employees transitioned into the Grounds Maintainer unit, except the Plumber, will be assigned to the Grounds Maintainer position classification. Employees with previous full time work experience in the Grounds Maintenance union, will be placed at the maximum step of the wage schedule for Grounds Maintainer. Any other bargaining unit member reassigned to the Grounds Maintenance Union as a result of this agreement, shall be placed on the step within the position's wage grade that is the closest step, equal to or higher than, their current base hourly wage. The employee shall be eligible for future merit wage increases according to provisions of the new bargaining unit agreement.

Employees reassigned to the Grounds Maintainer classification in the Grounds Maintenance unit shall not be required to obtain a Commercial Drivers License (CDL) or a commercial operator or supervisory license for pesticide application. The town shall offer reasonable training opportunities for employees interested in CDL preparation.

In the event of layoffs in the Grounds Maintainer or Plumber classifications within the SEIU, Local 760, Grounds Maintenance Unit, and any of the five incumbent Building Maintenance unit members are to be laid off, such affected employee(s) may elect, in lieu of lay-off, to replace any less senior employee who is the least senior employee in any equivalent or lower job classification for which he/she is qualified in the SEIU, Local 760, Building Maintenance unit. In the event of a layoff in the Building Maintenance unit, a more senior Building Maintenance member may elect in lieu of lay off to bump any less senior employee in the Building

Maintenance unit in a classification that they qualify or may bump the least senior employee transferred to the Grounds Maintenance unit under this agreement who has less seniority.

Four (4) other Building Maintainer positions and one (1) Crew Leader position shall remain as town employees and be represented by SEIU, Local 760, Building Maintenance Unit.

The parties understand and agree that this transition may have an impact on the assignment and utilization of overtime within the Building Maintenance unit pursuant to Article X. The scheduling of overtime shall be in accordance with Article X and past practice, meaning that the town may use part time employees for scheduled overtime when no other full time employees are available. The schedules of part time employees shall not be temporarily changed specifically to eliminate scheduled overtime.

SEIU, Local 760 agrees for itself and on behalf of each and every member of the bargaining unit not to initiate any grievances or prohibited practices concerning the use of part time employees to perform building maintenance services in conformance with this Memorandum of Understanding.

In witness whereof the parties have caused their duly authorized representatives to affix their signatures this 3rd day of March, 2004.

For the Town of West Hartford

SEIU, Local 760

/s/ James Francis
James Francis
Director of Employee Services

/s/ George Gould
George Gould, Staff Representative
Building Maintenance Unit

/s/ Patricia Morowsky
Witness

/s/ Gary Wagner
Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, Local 2001, CSEA (Building Maintenance Unit)**

In negotiations leading to the 2007 – 2012 collective bargaining agreement, the Town of West Hartford and SEIU, Local 2001 CSEA have met to discuss modifications to the Pension Plan for employees hired prior to July 1, 2003.

As part of the discussions, the parties have agreed that active employees of the bargaining unit as of July 1, 2007, who will not have earned at least thirty (30) years of credited service, excluding buyback of service time, by the age of 67, will be eligible to receive a one time payment of \$2,000 upon signing of the contract. The agreement is intended to apply to Raymond Still and Nancy Hurst.

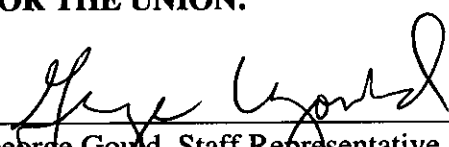
In witness whereof, the parties have caused their duly authorized representative to affix their signatures this 15th day of November, 2007.

FOR THE TOWN:



James Francis
Town Manager

FOR THE UNION:



George Gould, Staff Representative
SEIU Local 2001, CSEA



Witness



Witness

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, Local 2001, CSEA (Building Maintenance Unit)**

The Town of West Hartford and SEIU, Local 2001, CSEA have met to discuss changes in the Town Pension Plan that are reflected in Article VIII, Section 11 (L)(b) of the 2007 – 2012 collective bargaining agreement regarding other income earned while receiving Disability retirement benefits from the Town. Any employee who meets the qualifications of a Disability Retirement that has arisen out of and in the course of the member's employment with the Town of West Hartford shall be provided a benefit minimum of 50% of the employee's base pay, as defined. To further the understanding of how this offset provision shall be applied, the following examples are provided:

EMPLOYEE A -

- Employee's annual base salary at the time of disability is \$45,000.
- Employee has worked for the town for more than 10 years.
- The employee's disability retirement benefit is \$22,500 per year.
- The employee/retiree has an income of \$20,000 for the calendar year, excluding the disability benefit from the Town of West Hartford.
- There are no other sources of income.

Under this scenario, the employee/retiree continues to receive the regular disability retirement benefit, as outlined in the Pension Ordinances, since the combined earnings (\$42,500) are less than the \$45,000 annual base salary at the time of the employee's disability.

EMPLOYEE B -

- Employee's annual base salary at the time of disability is \$50,000.
- Employee has worked for the town for more than 10 years.
- The employee's disability retirement benefit is \$25,000 per calendar year.
- The employee/retiree has a calendar year income of \$60,000, including the \$25,000 disability payments from the Town of West Hartford.
- Combined income exceeds the \$50,000 Base Pay by \$10,000.

Under this scenario, the employee/retiree's earnings exceed the annual base salary at the time of disability. Fifty (50%) percent of the \$10,000 earnings that exceed the base pay, or \$5,000, will be reduced from the employee/retiree's \$25,000 disability payments for the subsequent calendar year.

The employee/retiree receiving a Disability benefit under this provision must submit proof of income including copies of State and Federal Tax returns, each year to the Pension Office by April 15th in order to retain their Disability Pension.

Other provisions related to the administration of this benefit shall be determined by the Pension Board.

FOR THE TOWN:



James Francis
Town Manager

Date

FOR THE UNION:



George Gould
Staff Representative

Date

Attachment A
Town of West Hartford Outline of Basic Vision Care
(For active employees and eligible dependents only)

Benefit Schedule

	<u>In - Network</u>	<u>Non-Network</u>
Eye Examinations		
Comprehensive eye examination performed by Ophthalmologist	100%	\$35 reimbursement
Comprehensive eye examination performed by Optometrist	100%	\$35 reimbursement
Benefit frequency - Ages 6 and over	once every 12 months	once every 12 months
Standard Lenses (per pair)		
Single Vision	100%	\$25 reimbursement
Bifocal	100%	\$40 reimbursement
Trifocal	100%	\$55 reimbursement
Lenticular	100%	\$80 reimbursement
Benefit frequency	once every 24 months	once every 24 months
Contact Lenses (per pair)		
Medically necessary	100%	\$165 reimbursement
Elective Selection	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 24 months	once every 24 months
Frames		
Standard frames (as defined by provider)	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 24 months	once every 24 months

Attachment B
Town of West Hartford Outline of Dental Benefits

	Town of West Hartford Dental Plan
Calendar Year Deductible	
Individual Deductible	\$50
Family Deductible	\$150
Preventive Services (No Deductible)	100%
-Exams, Cleanings, Bitewing X-Rays (2 per calendar year)	
-X-rays, full mouth series or panoramic (1 per 3 years)	
-Fluoride Treatment (1 per calendar year for children up to age 19)	
-Space Maintainers & Sealants (to age 16)	
Basic Services (After Deductible)	100%
-Fillings, Extractions, Root Canals (Endontics)	
-Periodontal, Oral Surgery	
-Repair of Dentures & Removable Prosthodontics	
Major Services (After Deductible)	50%
-Crowns & Gold Restorations	
-Bridgework, Full & Partial Dentures	
-TMJ	
Orthodontics (Dependent Children)	50%
Calendar Year Maximum (Per Person)	\$2,000
Orthodontics Lifetime Maximum (Per Person)	\$2,000
Dependent Children are covered to age 19 (25 if full-time student)	

-Participating Dentists agree to pre-file their usual fee for each procedure performed, and accept the lease of their actual charge, their filed fee, or the carriers established UCR as payment in full. This provides guaranteed copayment levels and a consistent level of charges to employees. Claims for non-network providers' services are paid based on the lesser of the dentist's actual charge or the prevailing fee as determined by the carrier.

-Deductible is waived for Preventative Services.